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7 Coachella Music Festival, LLC and

8 Goldenvoice, LLC

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 EASTERN DIVISION

12 **COACHELLA MUSIC**
13 **FESTIVAL, LLC and**
14 **GOLDENVOICE, LLC,**

15 Plaintiffs,

16 v.

17 **KAMIL AL-AHDALI a/k/a**
18 **thebearcapsocial a/k/a thebearcapsunday**
19 **d/b/a HOODCHELLA; and DOES 1-20,**

20 Defendants.

) Case No. 5:16-cv-00167

) **COMPLAINT FOR TRADEMARK**
) **AND SERVICE MARK**
) **INFRINGEMENT; FALSE**
) **DESIGNATION OF ORIGIN;**
) **DILUTION; CYBERSQUATTING;**
) **AND UNFAIR COMPETITION**

) **DEMAND FOR TRIAL BY JURY**
)

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1 Plaintiffs Coachella Music Festival, LLC and Goldenvoice, LLC (collectively,
2 “Plaintiffs”) by and through their attorneys, Tucker Ellis LLP, file their complaint against
3 Defendants Kamil Al-Ahdali a/k/a thebearcapsocial a/k/a thebearcapsunday d/b/a
4 HOODCHELLA and Does 1-20 (collectively, “Al-Ahdali”) for injunctive relief and
5 damages as follows:

6 Plaintiffs allege as follows, upon actual knowledge with respect to themselves and
7 their own acts, and on information and belief as to all other matters.

8 **INTRODUCTION**

9 1. Held annually, Plaintiffs’ Coachella Valley Music & Arts Festival
10 (“COACHELLA”) is one of the most critically acclaimed music festivals in the world,
11 with multiple bands, artists, food vendors, and stages. COACHELLA is a sold-out event
12 which attracts nearly 600,000 attendees to Southern California each April. Trading on the
13 goodwill of Plaintiffs’ famous COACHELLA festival, Al-Ahdali is attempting to operate
14 his own directly competitive festival named HOODCHELLA. Like Plaintiffs’ famous
15 COACHELLA festival, Al-Ahdali’s HOODCHELLA festival is advertised as a festival
16 which features multiple bands, artists, and food vendors. And just like COACHELLA,
17 Al-Ahdali’s HOODCHELLA festival is advertised to take place in Southern California
18 across multiple days in April. Plaintiffs have no objection to Al-Ahdali’s holding a music
19 festival; but Al-Ahdali has ignored repeated requests from Plaintiffs to adopt his own
20 distinctive festival name. Accordingly, Plaintiffs have been forced to file this action to
21 protect the famous COACHELLA trademark and service mark from infringement and
22 dilution, and to protect the public from the likelihood of confusion caused by Al-Ahdali.

23 **THE PARTIES**

24 2. Plaintiff Coachella Music Festival, LLC is a limited liability company
25 organized and existing under the laws of the State of Delaware, having a principal place
26 of business in Los Angeles, California. Coachella Music Festival, LLC owns the
27 intellectual property rights to COACHELLA.
28

3. Plaintiff Goldenvoice, LLC is a limited liability company organized and existing under the laws of the State of California, having a principal place of business in Los Angeles, California. Goldenvoice, LLC produces the COACHELLA festival.

4. Defendant Al-Ahdali is a resident of the State of California with his principal residence in Pomona, California.

5. Defendant Al-Ahdali is also known as thebearcapsocial.

6. Defendant Al-Ahdali is also known as thebearcapsunday.

7. Plaintiffs are not aware of the true names and capacities of Defendants named in this Complaint as Does 1-20, inclusive, and therefore brings this action against these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege these Defendants' true names and capacities when ascertained.

8. At all times material to this action, each of the Defendants was the agent, servant, employee, partner, *alter ego*, subsidiary, or joint venturer of each of the other Defendants, and the acts of each of the Defendants were in the scope of such relationship; in doing the acts and failing to act as alleged in this Complaint, each of the Defendants acted with the knowledge, permission, and the consent of each of the other Defendants; and, each of the Defendants aided and abetted the other Defendants in the acts or omissions alleged in this Complaint.

JURISDICTION AND VENUE

9. This case is a civil action arising under the Trademark Laws of the United States, 15 U.S.C. §§ 1051, *et seq.*, under the California Business and Professions Code § 17200, *et seq.*, and California Common Law.

10. This Court has subject matter jurisdiction over the claims in this Complaint, which arise under the Trademark Laws of the United States, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1338(a), and which involve a federal question, pursuant to 28 U.S.C. § 1331.

11. This Court has pendent jurisdiction over the claims arising under California law pursuant to 28 U.S.C. § 1367(a) because the asserted state claims are substantially

1 related to the claims arising under the Trademark Laws of the United States.
 2 Furthermore, this Court has pendent jurisdiction because both the state and federal claims
 3 are derived from a common nucleus of operative facts and considerations of judicial
 4 economy dictate the state and federal issues be consolidated for a single trial.

5 12. This Court has personal jurisdiction over all Defendants because they reside
 6 in California. This Court also has personal jurisdiction over Defendants because
 7 Defendants conduct systematic and continuous business within California related to the
 8 unlawful activities at issue in this Complaint. Defendants continuously and systematically
 9 solicit business from and conduct business with California residents using the Internet
 10 through one or more fully interactive websites, accepting payments from California
 11 residents, delivering infringing services to residents of California and advertising through
 12 one or more California companies. In addition, Defendants have undertaken acts of
 13 trademark infringement, service mark infringement, false designation of origin, dilution,
 14 cybersquatting, and unfair competition that were purposefully directed at California with
 15 knowledge that the brunt of the injury would be felt by Plaintiffs in California.

16 13. Venue is proper under 28 U.S.C. § 1391.

17 **PLAINTIFFS' COACHELLA MUSIC FESTIVAL,**

18 **TRADEMARKS AND SERVICE MARKS**

19 14. Plaintiffs own and produce COACHELLA, one of the country's premier
 20 music and arts festivals. Printouts of several news stories about COACHELLA are
 21 attached to this Complaint as Exhibit 1. The caption from one photograph accompanying
 22 a story from CNN reads, "[a]n aerial view taken from a helicopter on Sunday shows how
 23 big the [2011] festival is."

24 15. Held annually at the 78-acre Empire Polo Club in the beautiful Southern
 25 California desert, COACHELLA is one of the most critically acclaimed music festivals in
 26 the world.

1 16. COACHELLA was first held in October 1999 and drew some 25,000
2 attendees into the California desert in Southern California. Over the years,¹ both
3 COACHELLA's attendance and its prominence have grown. Attendance to the sold-out
4 COACHELLA festival, aggregated over the multi-day event, is estimated at 600,000
5 attendees.

6 17. For the past several years, tickets to COACHELLA sell out, and for the past
7 few years typically sell out in about an hour. Printouts of several news stories about
8 COACHELLA selling out are attached to this Complaint as Exhibit 2.

9 18. COACHELLA mixes some of the most groundbreaking artists from all
10 genres of music along with a substantial selection of art installations from all over the
11 world. COACHELLA attracts some of the world's biggest mega-stars to perform. The list
12 of artists who have performed include: Beastie Boys, Bjork, Coldplay, Daft Punk,
13 Depeche Mode, Drake, Jane's Addiction, Jay-Z, Kanye West, Madonna, Nine Inch Nails,
14 Oasis, Paul McCartney, Prince, Radiohead, Rage Against the Machine, Red Hot Chili
15 Peppers, Roger Waters, The Cure, The Pixies, and Tool, to list only a very few.

16 19. COACHELLA is about more than just music. The festival's venue also
17 includes camping facilities for some 15,000 attendees (complete with a karaoke lounge
18 and a general store), and an amazing selection of food and beverages from a wide range
19 of restaurants. The festival also features an extensive art exhibit which includes many
20 pieces of art (including sculpture and so-called "interactive" art). The music, the food, the
21 art, and of course, the fellowship of other attendees, taken together, makes
22 COACHELLA more than just a concert to attend—it truly is an experience.

23 20. Plaintiffs own and operate COACHELLA's website, available at
24 www.coachella.com. This website has received over 24 million page views in the past
25 year, and as hosted nearly 8 million users in over 11 million sessions. Screen captures of
26 Plaintiffs' website,² available at www.coachella.com, are attached to this Complaint as
27 Exhibit 3.

28 ¹ Coachella was next held in April 2001 and has been held annually thereafter.

² Much of the current website content relates to last year's COACHELLA as this year's COACHELLA festival, which will be held in April, has not been finalized and/or published.

1 21. Plaintiffs also produce a mobile app for COACHELLA for use on iPhone /
2 iPad and Android devices. Screen captures of Plaintiffs' app from iTunes and Google are
3 attached to this Complaint as Exhibit 4.

4 22. Plaintiffs extensively promote their COACHELLA festival through a variety
5 of media, including via the Internet on its website, available at www.coachella.com, and
6 on numerous social media sites including Facebook, Twitter, and Instagram, to list a few.
7 Screen captures of Plaintiffs' Facebook, Twitter, and Instagram accounts are attached to
8 this Complaint as Exhibit 5. As can be seen from Exhibit 5, Plaintiffs' Facebook page has
9 over 1.4 million likes; their Twitter account is being followed by over seven hundred
10 thousand Twitter users; and their Instagram account is being followed by over six
11 hundred thousand Instagram users.

12 23. Plaintiffs invested over \$680,000 dollars last year alone in media and related
13 content to promote COACHELLA.

14 24. An Internet search using the Google search engine for the term
15 "COACHELLA music festival" provided over 1 million hits; a cursory review of the
16 results shows nearly every hit was related to Plaintiffs' festival; and the first search result
17 was to Plaintiffs' www.coachella.com website.

18 25. Tracked online media impressions (advertisements) for COACHELLA from
19 March 27, 2015 through May 1, 2015 exceeded 60 million impressions.

20 26. Over 500 credentialed journalists, from print media, radio, television, and
21 the Internet reported live from the 2015 COACHELLA festival. The journalists
22 represented media outlets such as diverse as Time, Billboard, and the BBC.

23 27. Plaintiffs own the exclusive trademark and service mark rights to the
24 distinctive COACHELLA trademark and service mark, having used the mark in
25 connection with the festival and related goods and services since the first COACHELLA
26 festival in 1999.

27
28 on the www.coachella.com website.

1 28. Similarly, Plaintiffs own the exclusive trademark and service mark rights to
2 the distinctive COACHELLA (stylized) trademark and service mark, having used the
3 mark in connection with the festival and related goods and services since the first festival
4 in 1999. A copy of the design mark is depicted below:

5
6
7 29. Plaintiffs also own the exclusive trademark rights to the distinctive
8 COACHELLA VALLEY MUSIC AND ARTS FESTIVAL trademark and service mark,
9 having used the mark in connection with the festival and related goods and services since
10 the first festival in 1999.

11 30. The COACHELLA, COACHELLA (stylized), and COACHELLA
12 VALLEY MUSIC AND ARTS FESTIVAL marks are collectively referred to in this
13 Complaint as “the COACHELLA Marks.”

14 31. Since 1999, Plaintiffs’ use of the COACHELLA Marks has been extensive,
15 continuous, and substantially exclusive.

16 32. COACHELLA and the COACHELLA Marks have been the subject of
17 extensive newspaper articles, magazine articles, television and Internet news stories. *See*
18 Exhibits 1-2.

19 33. Plaintiffs have made, and continue to make, a substantial investment of time,
20 effort and expense in the production and promotion of COACHELLA and the
21 COACHELLA Marks.

22 34. The COACHELLA Marks are unique and distinctive and, as such, designate
23 a single source of origin.

24 35. As a result of Plaintiffs’ efforts and use, the COACHELLA Marks have
25 come to be recognized by the public and members of the trade as being associated
26 exclusively with Plaintiffs and COACHELLA.

27 36. Plaintiffs have entered into a very limited number of highly sought-after
28 licenses to use the COACHELLA Marks.

37. Similarly, Plaintiffs have entered into a limited number of official sponsorships of COACHELLA and have been highly selective regarding authorized or permitted use of the COACHELLA Marks by third-parties.

38. Plaintiffs expend substantial effort and expense to protect the COACHELLA Marks' distinctiveness in the marketplace. Plaintiffs extensively police unauthorized use of the COACHELLA Marks and have sent countless cease and desist letters, and made countless telephone calls, to combat misuse or unauthorized use of the COACHELLA Marks.

39. Plaintiffs have filed numerous domain name complaints to remedy the registration or use of identical or confusingly similar Internet domain names.

40. Based on Plaintiffs' use, including the use described herein, Plaintiffs own extensive common law trademark rights in the COACHELLA Marks.

41. In addition to their extensive common law rights, Plaintiffs own numerous United States registrations for the COACHELLA Marks. Specifically, Plaintiffs own:

- a. United States Service Mark Registration No. 3,196,119 for COACHELLA. This Registration is incontestable under 15 U.S.C. § 1065;
- b. United States Trademark Registration No. 4,270,482 for COACHELLA;
- c. United States Service Mark Registration No. 3,196,129 for COACHELLA (stylized). This Registration is incontestable under 15 U.S.C. § 1065;
- d. United States Trademark Registration No. 4,266,400 for COACHELLA (stylized);
- e. United States Service Mark Registration No. 3,196,128 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL. This Registration is incontestable under 15 U.S.C. § 1065;
- f. United States Trademark Registration No. 3,965,563 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL; and

1 g. United States Trademark Registration No. 4,008,651 for COACHELLA
2 VALLEY MUSIC AND ARTS FESTIVAL.

3 The registration certificate for each registration is attached to this Complaint as Exhibit 6.

4 42. Having been widely promoted to the general public, and having exclusively
5 identified Plaintiffs and their goods and services, the COACHELLA Marks symbolize the
6 tremendous goodwill associated with Plaintiffs and Plaintiffs' festival.

7 43. The COACHELLA Marks are a property right of incalculable value.

8 44. The COACHELLA Marks have for many years enjoyed unquestionable
9 fame as a result of the favorable general public acceptance and recognition.

10 45. The COACHELLA Marks are famous marks protected under
11 15 U.S.C. § 1125(c).

12 **DEFENDANTS' BUSINESS**

13 46. Al-Ahdali operates or intends to operate a music festival named
14 HOODCHELLA.

15 47. Al-Ahdali advertises the HOODCHELLA festival on a website available at
16 www.hoodchella.com. Screen captures of the www.hoodchella.com website are attached
17 to this Complainant as Exhibit 7.

18 48. Al-Ahdali also advertises the HOODCHELLA festival through a variety of
19 social media sites including Facebook, Twitter, Instagram, and Splashthat. Screen
20 captures of the HOODCHELLA Facebook, Twitter, Instagram, and Splashthat accounts
21 are attached to this Complaint as Exhibit 8.

22 49. Al-Ahdali also has used HOODCHELLA in the email address
23 hoodchella@gmail.com, and as part of the URL hoodchella.splashthat.com. Both the
24 hoodchella@gmail.com email address and the hoodchella.splashthat.com URL are used
25 in connection with the HOODCHELLA festival.

26 50. According to the HOODCHELLA Facebook page, as shown in Exhibit 8,
27 the HOODCHELLA festival is scheduled for April 8 – April 10, 2016 in Los
28 Angeles, CA.

1 51. According to the HOODCHELLA Facebook page, the HOODCHELLA
2 festival will include “over 16 hrs. live music, food | drinks | culture & overall a amazing
3 experience.” *See* Exhibit 8 (all errors in original).

4 52. The HOODCHELLA Twitter page has over six thousand followers.
5 *See* Exhibit 8.

6 53. According to the HOODCHELLA Twitter page, Al-Ahdali has been
7 accepting submissions from musical performers to perform at the HOODCHELLA
8 festival. *See* Exhibit 8.

9 54. According to the HOODCHELLA Facebook page, Al-Ahdali has invited
10 over four thousand people to the HOODCHELLA festival. *See* Exhibit 8.

11 55. In a post to his personal Twitter account, @bearcapsunday, Al-Ahdali states
12 “this year major companies and major press reached out to us [regarding
13 HOODCHELLA].” A screen capture of Al-Ahdali’s post is attached to this Complaint as
14 Exhibit 9.

15 56. In another post to his personal Twitter account, Al-Ahdali states “[the
16 HOODCHELLA festival] received over 3k RSVPs independently and had over 4K
17 [musical performers] submission this year.” A screen capture of Al-Ahdali’s post is
18 attached to this Complaint as Exhibit 10 (all errors in original).

19 57. In another post to his personal Twitter account, Al-Ahdali states “Next year
20 hoodchella will be in NYC.” A screen capture of Al-Ahdali’s post is attached to this
21 Complaint as Exhibit 11.

22 58. Al-Ahdali and Plaintiffs are direct competitors in the music festival industry.

23 59. The HOODCHELLA festival is marketed to the same or similar consumers
24 who attend or would attend COACHELLA. Several Twitter posts by consumers
25 regarding these two festivals are attached to this Complaint as Exhibit 12.

26 60. On or about January 31, 2016, the website lahiphopevents.com advertised
27 the HOODCHELLA festival on its website. A screen capture of the advertisement is
28 attached to this Complaint as Exhibit 13.

1 61. Al-Ahdali is not affiliated with Plaintiffs, or with COACHELLA.

2 62. Al-Ahdali is not licensed to use the COACHELLA Marks.

3 63. Al-Ahdali had constructive notice of Plaintiffs rights in Plaintiffs' federally
4 registered COACHELLA Marks under 15 U.S.C. § 1072.

5 64. HOODCHELLA is similar in sight, sound and meaning to the
6 COACHELLA Marks.

7 65. Al-Ahdali adopted and uses HOODCHELLA to market his music festival
8 because it is similar to the COACHELLA Marks.

9 66. Al-Ahdali's use of HOODCHELLA to market his music festival was done
10 with actual knowledge of the COACHELLA Marks.

11 67. On or about December 29, 2015, Plaintiffs' counsel contacted Al-Ahdali by
12 email regarding Plaintiffs' rights in the COACHELLA Marks and Al-Ahdali's use of
13 HOODCHELLA for his competitive music festival (the "First Cease and Desist Letter").
14 A copy of the email is attached to this Complaint as Exhibit 14.

15 68. The First Cease and Desist Letter provided actual notice to Al-Ahdali of
16 Plaintiffs' rights in the COACHELLA Marks.

17 69. The First Cease and Desist Letter demanded Al-Ahdali cease all use of
18 HOODCHELLA in connection with Al-Ahdali's music festival.

19 70. Al-Ahdali ignored the First Cease and Desist Letter and continued
20 advertising and promoting his festival using the HOODCHELLA name.

21 71. On or about January 6, 2016, Plaintiffs' outside counsel sent a more formal
22 cease and desist letter to Al-Ahdali by email and FedEx (the "Second Cease and
23 Desist Letter"). A copy of the letter is attached to this Complaint as Exhibit 15. Like the
24 First Cease and Desist Letter, the Second Cease and Desist Letter further explained
25 Plaintiffs' rights in the COACHELLA Marks, included proof of ownership of the
26 COACHELLA Marks, and explained the reasons why Al-Ahdali's use of
27 HOODCHELLA for his competitive music festival was likely to cause confusion.
28

1 72. The Second Cease and Desist Letter also explained that Al-Ahdali's
2 registration and use of the hoodchella.com domain name constituted cybersquatting.

3 73. The Second Cease and Desist Letter further explained that Al-Ahdali's use
4 of HOODCHELLA within the various social media accounts and as an email address,
5 were also likely to cause confusion.

6 74. The Second Cease and Desist Letter also demanded Al-Ahdali cease all use
7 of HOODCHELLA in connection with Al-Ahdali's music festival, and that he transfer
8 the hoodchella.com domain name to Plaintiffs.

9 75. On or about January 6, 2016, in a post to his personal Twitter account,
10 Al-Ahdali stated "@coachella @AEGLiveSW you want hoodchella.com contact me. Big
11 money only ... You know where I live." A screen capture of Al-Ahdali's post is attached
12 to this Complaint as Exhibit 16.

13 76. A copy of the hoodchella.com domain name ownership information,
14 showing Al-Ahdali as the owner, is attached to this Complaint as Exhibit 17.

15 77. Al-Ahdali continues to advertise and promote the HOODCHELLA festival,
16 even after receipt of the First Cease and Desist Letter and Second Cease and Desist
17 Letter.

18 **HARM TO PLAINTIFFS AND THE GENERAL PUBLIC**

19 78. Al-Ahdali's unauthorized use of the HOODCHELLA creates a likelihood of
20 confusion as to the source, sponsorship, affiliation or endorsement of Al-Ahdali's music
21 festival, and is likely to falsely suggest a sponsorship, connection, license, or association
22 of Al-Ahdali with Plaintiffs.

23 79. Al-Ahdali's activities have irreparably harmed and, if not enjoined, will
24 continue to irreparably harm Plaintiffs and the COACHELLA Marks.

25 80. Al-Ahdali's activities have irreparably harmed, and if not enjoined, will
26 continue to irreparably harm the general public who has an inherent interest in being free
27 from confusion, mistake, and deception.
28

FIRST CAUSE OF ACTION

(Trademark Infringement Under 15 U.S.C. § 1114(1))

81. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 80 of this Complaint as though fully set forth here.

82. Al-Ahdali's use in commerce of the COACHELLA Marks and variations thereof is likely to cause confusion, mistake, or to deceive.

83. The above-described acts of Al-Ahdali constitute trademark infringement in violation of 15 U.S.C. § 1114(1), entitling Plaintiffs to relief.

84. Al-Ahdali has unfairly profited from the trademark infringement alleged.

85. By reason of Al-Ahdali's acts of trademark infringement, Plaintiffs have suffered damage to the goodwill associated with the COACHELLA Marks.

86. Al-Ahdali's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and their federally registered trademarks.

87. Al-Ahdali's acts of trademark infringement have irreparably harmed, and if not enjoined, will continue to irreparably harm the general public who has an interest in being free from confusion, mistake, and deception.

88. By reason of Al-Ahdali's acts, Plaintiffs' remedy at law is not adequate to compensate it for the injuries inflicted by Al-Ahdali. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Al-Ahdali and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

89. By reason of Al-Ahdali's willful acts of trademark infringement, Plaintiffs are entitled to damages, and that those damages be trebled under 15 U.S.C. § 1117.

90. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

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SECOND CAUSE OF ACTION

(Trademark Infringement and False Designation of Origin

Under 15 U.S.C. § 1125(a))

91. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 90 of this Complaint as though fully set forth here.

92. Al-Ahdali's use in commerce of the COACHELLA Marks and variations thereof is likely to cause confusion, or to cause mistake, or to deceive the relevant public that Al-Ahdali's goods or services are authorized, sponsored or approved by or are affiliated with Plaintiffs.

93. The above-described acts of Al-Ahdali constitute trademark infringement of the COACHELLA Marks and false designation of origin in violation of 15 U.S.C. § 1125(a), entitling Plaintiffs to relief.

94. Al-Ahdali has unfairly profited from the actions alleged.

95. By reason of the above-described acts of Al-Ahdali, Plaintiffs have suffered damage to the goodwill associated with the COACHELLA Marks.

96. The above-described acts of Al-Ahdali have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the COACHELLA Marks.

97. The above-described acts of Al-Ahdali have irreparably harmed and, if not enjoined, will continue to irreparably harm the general public which has an interest in being free from confusion, mistake, and deception.

98. By reason of Al-Ahdali's acts, Plaintiffs' remedy at law is not adequate to compensate it for the injuries inflicted by Al-Ahdali. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Al-Ahdali and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

99. Because the above-described acts of Al-Ahdali were willful, Plaintiffs are entitled to damages, and that those damages be trebled, under 15 U.S.C. § 1117.

100. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

THIRD CAUSE OF ACTION

(Dilution Under 15 U.S.C. § 1125(c))

101. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 100 of this Complaint as though fully set forth here.

102. Plaintiffs' COACHELLA Marks are famous, as that term is used in 15 U.S.C. § 1125(c), and were famous before Al-Ahdali's use of the COACHELLA Marks and variations thereof in commerce, based on, among other things, the inherent distinctiveness and federal registration of the COACHELLA Marks and the extensive, and exclusive nationwide use, advertising, promotion, and recognition of the COACHELLA Marks.

103. Al-Ahdali's use of the COACHELLA Marks and variations thereof in commerce is likely to cause dilution by blurring or dilution by tarnishment of the COACHELLA Marks.

104. The above-described acts of Defendants constitute dilution by blurring and dilution by tarnishment in violation of 15 U.S.C. § 1125(c), entitling Plaintiffs to relief.

105. Al-Ahdali has unfairly profited from the actions alleged.

106. By reason of Al-Ahdali's acts, Plaintiffs have suffered damage to the goodwill associated with the COACHELLA Marks and have suffered and will continue to suffer irreparable harm.

107. By reason of Al-Ahdali's acts, Plaintiffs' remedy at law is not adequate to compensate them for the injuries inflicted by Al-Ahdali.

108. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Al-Ahdali and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

109. By reason of Al-Ahdali's willful acts, Plaintiffs are entitled to damages, and that those damages be trebled, under 15 U.S.C. § 1117.

110. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

FOURTH CAUSE OF ACTION

(Cybersquatting Under 15 U.S.C. § 1125(d))

111. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 110 of this Complaint as though fully set forth here.

112. Al-Ahdali registered, trafficked in or used the hoodchella.com domain name.

113. The COACHELLA Marks were distinctive and federally registered at the United States Patent and Trademark Office at the time Al-Ahdali registered and used the hoodchella.com domain name.

114. The hoodchella.com domain name is confusingly similar to the COACHELLA Marks.

115. Al-Ahdali registered, trafficked in, or used the hoodchella.com domain name in bad faith and with a bad faith intent to profit from the COACHELLA Marks.

116. Al-Ahdali does not have any intellectual property rights or any other rights in the COACHELLA Marks.

117. The hoodchella.com domain name does not consist of the legal name of Al-Ahdali, nor a name that is otherwise commonly used to identify him.

118. Al-Ahdali has not made any prior use of any of the hoodchella.com domain name in connection with the *bona fide* offering of any goods or services.

119. Al-Ahdali has not made any *bona fide* fair use of the the COACHELLA Marks on a website accessible under the hoodchella.com domain name.

120. Al-Ahdali registered and used the hoodchella.com domain name to divert consumers from Plaintiffs' www.coachella.com website to a website accessible under the hoodchella.com domain name for Al-Ahdali's commercial gain by creating a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of his website.

121. The COACHELLA Marks are famous within the meaning of 15 U.S.C. § 1125(c).

122. The hoodchella.com domain name is identical or confusingly similar to the COACHELLA Marks.

1 123. Al-Ahdali's registration, use, or trafficking in the hoodchella.com domain
2 name constitutes cybersquatting in violation of 15 U.S.C. § 1125(d), entitling Plaintiffs to
3 relief.

4 124. Al-Ahdali engaged in the activities complained of above with a bad faith
5 intent to profit from the registration or maintenance of the hoodchella.com domain name.

6 125. By reason of Al-Ahdali's acts alleged herein, Plaintiffs' remedy at law is not
7 adequate to compensate them for the injuries inflicted by Al-Ahdali. Accordingly,
8 Plaintiffs are entitled to preliminary and permanent injunctive relief pursuant to
9 15 U.S.C. § 1116.

10 126. By reason of Al-Ahdali's acts alleged herein, Plaintiffs are entitled to
11 recover Al-Ahdali's profits, actual damages and the costs of the action, or statutory
12 damages under 15 U.S.C. § 1117, on election by Plaintiffs, in an amount of one hundred
13 thousand dollars (\$100,000) per domain name infringement.

14 127. This is an exceptional case making Plaintiffs eligible for an award of
15 attorneys' fees under 15 U.S.C. § 1117.

16 **FIFTH CAUSE OF ACTION**

17 **(Violation of California Unfair Competition and Trademark Law)**

18 128. Plaintiffs reallege and incorporate by reference each of the allegations
19 contained in Paragraphs 1 through 127 of this Complaint as though fully set forth here.

20 129. Plaintiffs are informed and believe that Al-Ahdali is in direct competition
21 with Plaintiffs.

22 130. Al-Ahdali's willful, knowing and unauthorized promotion, advertisement,
23 sale and offering for sale of infringing goods and services causing confusion as to the
24 source of the goods and causing harm to Plaintiffs' goodwill is an unlawful appropriation
25 of Plaintiffs' exclusive rights in the COACHELLA Marks and variations thereof.

26 131. Such acts constitute unfair trade practices and unfair competition under
27 California Business and Professions Code §§ 17200, *et seq.*, and under the common law
28 of the State of California.

132. Pursuant to California Business and Professions Code § 17203, Al-Ahdali is required to disgorge and restore to Plaintiffs all profits and property acquired by means of Al-Ahdali's unfair competition with Plaintiff.

133. Due to Al-Ahdali's conduct, Plaintiffs have suffered and will continue to suffer irreparable harm. It would be difficult to ascertain the amount of money damages that would afford Plaintiffs adequate relief at law for Al-Ahdali's acts and continuing acts. Plaintiffs' remedy at law is not adequate to compensate them for the injuries already inflicted and further threatened by Al-Ahdali. Accordingly, Plaintiffs are entitled to preliminary and permanent injunctive relief pursuant to California Business and Professions Code § 17203.

134. Al-Ahdali's conduct has been intentional and willful and in conscious disregard of Plaintiffs' rights and, therefore, Plaintiffs are entitled to exemplary or punitive damages under the common law of the State of California in an amount appropriate to punish Al-Ahdali and to make an example of Al-Ahdali to the community.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Al-Ahdali as follows:

1. That the Court enter a judgment against Al-Ahdali that Al-Ahdali has:
 - a. Infringed the rights of Plaintiffs in the COACHELLA Marks that have been federally registered in violation of 15 U.S.C. § 1114(1);
 - b. Infringed the rights of Plaintiffs in the COACHELLA Marks in violation of 15 U.S.C. § 1125(a);
 - c. Infringed the rights of Plaintiffs in the COACHELLA Marks in violation of 15 U.S.C. § 1125(c);
 - d. Infringed the rights of Plaintiffs in the COACHELLA Marks in violation of 15 U.S.C. § 1125(d); and
 - e. Engaged in unfair competition and deceptive acts and practices in violation of California Business and Professions Code §§ 17200, *et seq.* and California common law.

2. That each of the above acts was willful.

3. That the Court issue a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining Al-Ahdali and his agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Al-Ahdali, from:

- a. Engaging in any infringing activity including advertising, promoting, marketing, franchising, selling and offering for sale any goods or services in connection with the COACHELLA Marks or any similar mark, including but not limited to HOODCHELLA.
- b. Engaging in any activity which lessens the distinctiveness or tarnishes the COACHELLA Marks;
- c. Registering, using or trafficking in any domain name that is identical or confusingly similar to the COACHELLA Marks;
- d. Engaging in any unfair competition with Plaintiffs; and
- e. Engaging in any deceptive acts.

4. That Plaintiffs be awarded damages for Al-Ahdali's trademark infringement and unfair competition and that these damages be trebled due to Al-Ahdali's willfulness, in accordance with the provisions of 15 U.S.C. § 1117.

5. That Plaintiffs be awarded all profits resulting from Al-Ahdali's infringement of Plaintiffs' rights and by means of Al-Ahdali's unfair competition with Plaintiffs.

6. That Al-Ahdali be ordered to account for and disgorge to Plaintiffs all amounts by which Al-Ahdali has been unjustly enriched by reason of the unlawful acts complained of.

7. That Plaintiffs be awarded \$100,000 in statutory damages by reason of Al-Ahdali's cybersquatting in accordance with the provisions of 15 U.S.C. § 1117;

8. That Plaintiffs be awarded an amount sufficient to reimburse Plaintiffs for the costs of corrective advertising.

1 9. For prejudgment interest on all infringement damages.

2 10. That the Court award Plaintiffs their reasonable attorneys' fees pursuant to
3 15 U.S.C. § 1117, 17 U.S.C. § 505, California law, and any other applicable provision
4 of law.

5 11. That the Court award Plaintiffs their costs of suit incurred herein.

6 12. For such other or further relief as the Court may deem just and proper.
7

8 Dated: January 28, 2016

Tucker Ellis LLP

9 By: /s/David J. Steele

10 David J. Steele
11 Howard A. Kroll

12 Attorneys for Plaintiffs
13 Coachella Music Festival, LLC
14 Goldenvoice, LLC
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TUCKER ELLIS LLP
Cleveland ♦ Columbus ♦ Denver ♦ Los Angeles ♦ San Francisco

DEMAND FOR TRIAL BY JURY

Plaintiffs Coachella Music Festival, LLC and Goldenvoice, LLC hereby demand a trial by jury to decide all issues so triable in this case.

Dated: January 28, 2016

Tucker Ellis LLP

By: /s/David J. Steele

David J. Steele
Howard A. Kroll

Attorneys for Plaintiffs
Coachella Music Festival, LLC
Goldenvoice, LLC

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